

**SITE ACCESS AGREEMENT
FOR THE BOEING COMPANY
TO THE CITY OF SEATTLE SLIP 4 PROPERTY**

This Site Access Agreement ("**Agreement**") is made between The Boeing Company ("**Boeing**") and the City of Seattle ("**City**") (hereinafter each a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Boeing owns certain real property lying along and including a portion of the shoreline and submerged lands on the Lower Duwamish Waterway and a portion of Slip 4. This property includes Boeing's Plant 2 Facility (the "**Boeing Plant 2 Property**").

B. The City owns certain real property adjacent to the Boeing Plant 2 Property, including a portion of Slip 4, as set forth in the legal description attached as EXHIBIT B (the "**City Property**").

C. Boeing is conducting the Duwamish Sediment Other Area Corrective Measure Project pursuant to an Administrative Order on Consent ("**Order**"), RCRA Docket No. 1092-01-22-3008(h), issued to Boeing by the United States Environmental Protection Agency ("**USEPA**"). The Order requires pre- and post-construction perimeter sediment sampling (the "**DSOA Project Sampling**"). USEPA approved Boeing's work plan for the DSOA Project Sampling, which includes sampling locations on the City Property. Boeing, its contractors, and agents require access to the City Property in order to carry out the DSOA Project Sampling, as set forth in EXHIBIT A.

D. The Parties have agreed to enter into this Agreement to provide temporary access to the City Property for Boeing, its contractors and agents to perform the DSOA Project Sampling.

In consideration of the mutual covenants and agreement herein, the Parties agree as follows:

AGREEMENT

1. Grant of Access. The City hereby grants to Boeing and its contractors and agents a temporary, non-exclusive license for access to the City Property to conduct the DSOA Project Sampling, as more particularly described in EXHIBIT A, subject to the terms and conditions below. The time and manner of such access shall be pursuant to the terms of this Agreement.

2. Time/Schedule. Boeing and its contractors and agents shall have access to the City Property starting on the Effective Date of this Agreement. This Agreement shall remain in full force and effect until the DSOA Project Sampling is completed, or until 11:59 p.m. on April 30, 2015, whichever is earlier. Boeing shall coordinate with the City to ensure that the DSOA Project Sampling is done in a timely manner.

3. USEPA and Ecology Access. USEPA, the Washington Department of Ecology ("Ecology") and their respective contractors, shall have the right to enter onto the City Property for purposes of inspecting and monitoring the DSOA Project Sampling, if necessary, provided that USEPA and Ecology agree to the terms and conditions set forth in Sections 1 through 4.

4. Compliance with Applicable Laws/Safety Standards. Boeing, its contractors and agents, shall at all times exercise their access rights to the City Property in accordance with applicable statutes, orders, rules, regulations and permits of any public authority with jurisdiction and the City's applicable safety and security precautions, existing at the time this Agreement is executed, provided that a copy of the City's applicable safety and security precautions will be provided in advance of Boeing conducting any DSOA Project Sampling.

5. The City's Cooperation with the Work; No Conflicting Third Party Agreements. The City, including its representatives, contractors, and agents, shall cooperate in the performance of the DSOA Project Sampling by Boeing, including its representatives, contractors, and agents. At all times while this Agreement remains in place, the City shall use reasonable efforts to refrain from entering into any agreements with third parties concerning the City Property that would be detrimental to Boeing's efforts to conduct and complete the DSOA Project Sampling in a timely and diligent manner.

6. Hold Harmless and Indemnification.

6.1 Boeing's Hold Harmless and Indemnification Agreement: Boeing shall indemnify and hold the City harmless from and against any and all claims, losses, costs, expenses, liabilities or damages (collectively, "**Claims**") for bodily injury to or death of any person or loss of or damage to any property, including reasonable attorneys' fees and costs, resulting from Boeing's or its contractors', consultants', or agents' negligence or willful misconduct associated with Boeing's use of the City Property after the Effective Date of this Agreement until the DSOA Project Sampling is complete, except to the extent such Claims are caused by the negligence or willful misconduct of the City or the City's agents, employees, contractors or invitees, or any other person or entity seeking indemnification under this Section 6, or their agents, employees, contractors or invitees.

6.2 The City's Hold Harmless and Indemnification Agreement: To the extent allowed by law, including but not limited to RCW 35.32A.090, and contingent on the City having budget authority at the time the indemnity is triggered, the City shall indemnify, defend, and hold Boeing harmless from and against any and all Claims for bodily injury to or death of any person or loss of or damage to any property, including reasonable attorneys' fees and costs, resulting from the City's or its contractors', consultants', or agents' negligence or willful misconduct associated with the City's use of the City Property after the Effective Date of this Agreement until the DSOA Project Sampling is complete, except to the extent such Claims are caused by the negligence or willful misconduct on the part of Boeing, its agents, employees, contractors or invitees, or any other person or entity seeking indemnification under this Section 6, or their agents, employees, contractors or invitees. Boeing acknowledges that the City advised Boeing that the City makes no representations or warranties as to the effectiveness of this indemnity, and that the remainder of the Agreement will stay in effect if a tribunal with competent jurisdiction determines that the indemnity is invalid.

6.3 No Effect on Allocation of Responsibility for Prior Releases. Nothing in this Agreement shall affect or constitute a release of any right, claim or cause of action the Parties may have against each other or any person not a party to this Agreement, including but not limited to any rights, claims or causes of action for cost recovery or contribution the Parties may have against each other or third parties related to the Duwamish Waterway under the Comprehensive Environmental Response, Compensation & Liability Act; the Model Toxics Control Act; other statutes or common law. The Parties reserve their rights to assert any such claims they may have against each other and any person not a party to this Agreement.

7. Party Representatives. Communication under this Agreement shall be directed to the following Party representatives:

To the City:

David Schuchardt, P.E.
Seattle Public Utilities
700 5th Ave. Ste. 4900
PO Box 34018
Seattle, WA 98124-4018
(206) 615-1642

Tad H. Shimazu
Assistant City Attorney
600 4th Avenue, 4th floor
P.O. Box 94769
Seattle, WA 98124-4769
Phone: 206-233-2151

To Boeing:

Mike Gleason
The Boeing Company
P.O. Box 3707
M/C 1W-12
Seattle, WA 98124
Phone: (206) 290-6576
Email: Michael.J.Gleason@boeing.com

Leah Krider
EHS, Boeing Law Department
P.O. Box 3707
M/C 7A-XP
Bellevue, WA 98124
Phone: (425) 373-7123

Email: Leah.M.Krider@boeing.com

Any Party may change the person or address to which communication may be directed by giving written notice to the representatives provided above.

8. Authority to Execute. Each person executing this Agreement on behalf of another person or entity represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of such person or entity. The Parties each represent and warrant to each other that no consent of any person or entity not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding upon the Parties.

9. Entire Agreement. This Agreement contains the entire understanding between the Parties related to the subject matter hereof and supersedes any prior or contemporaneous understandings and agreements between the Parties with respect to the subject matter hereof. There are no other representations, agreements, arrangements or understandings, verbal or written, between and among the parties hereto, or any of them, relating to the subject matter of this Agreement. No amendment or supplement to this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

10. Unenforceable Provisions. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, if possible, to achieve the intent of the Parties. If any portion of this Agreement becomes unenforceable, null, or void, the balance of this Agreement shall remain in full force and effect.

11. No Waiver of Remedy for Breach. A failure by any Party to this Agreement to enforce a term or condition of this Agreement does not constitute a waiver of that Party's remedies for any breach of this Agreement. Waiver by a Party to this Agreement of one or more terms or conditions of this Agreement does not constitute a waiver of any other terms or conditions of this Agreement.

12. Applicable Law. This Agreement shall be governed by the laws of the State of Washington, exclusive of its choice of law rules. Venue for all disputes shall be King County, Washington.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

14. Effective Date. The Effective Date of this Agreement is the first date upon which the Agreement has been executed by all Parties.

15. Miscellaneous. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original document, but all of which together shall constitute one and the same document. Neither Party shall record this Agreement, nor any memorandum of this Agreement. This Agreement is solely for the benefit of the Parties and their successors and assigns, and no third party beneficiaries are intended to result herefrom.

Accepted:

CITY OF SEATTLE

By: [Signature]
Name: MARTIN BAKER
Title: Deputy Director
Date: 12/17/12

THE BOEING COMPANY

By: [Signature]
Name: STEVEN TOCHKO
Title: SR MANAGER, ENVIRONMENTAL
Date: 14 DEC 2012 REMEDIATION

EXHIBIT B

**SITE ACCESS AGREEMENT
FOR THE BOEING COMPANY
TO THE CITY OF SEATTLE SLIP 4 PROPERTY**

CITY PROPERTY LEGAL DESCRIPTION

PARCEL B, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 3005372, RECORDED UNDER KING COUNTY RECORDING NO. 20071010900018;

TOGETHER WITH THAT PORTION OF PARCEL E AS SHOWN AND DELINEATED ON LOT LINE ADJUSTMENT SURVEY UNDER RECORDING NUMBER 9212019002 BY DODDS ENGINEERS, INC. DATED NOVEMBER, 1992 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST NORTHERLY POINT OF SAID PARCEL E;

SAID POINT BEING THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND THE LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN DOCUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 59780003, AND THE ORIGINAL EASTERLY BOUNDARY OF SLIP 4 OF THE DUWAMISH WATERWAY;

THENCE SOUTH 09°26'45" WEST, ALONG SAID EASTERLY LINE AND SAID EASTERLY BOUNDARY, 70.36 FEET TO A POINT 125 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF BLOCK 6, DUWAMISH INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 21 OF PLATS, PAGE 65 RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 89°58'01" WEST, PARALLEL WITH SAID NORTH LINE, 23.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 11°34'46" EAST, 71.32 FEET;

THENCE SOUTH 10°54'56" WEST, 45.13 FEET;

THENCE SOUTH 06°26'14" WEST, 16.72 FEET;

THENCE SOUTH 09°58'02" WEST, 80.47 FEET;

THENCE SOUTH 00°25'51" WEST, 37.97 FEET;

THENCE SOUTH 26°27'10" EAST, 12.10 FEET;

THENCE SOUTH 04°33'09" WEST, 8.30 FEET;

THENCE SOUTH 19°00'19" WEST, 8.18 FEET;

THENCE SOUTH 13°11'38" WEST, 9.24 FEET;

THENCE SOUTH 00°12'57" WEST, 28.44 FEET;

THENCE SOUTH 70°28'27" WEST, 29.11 FEET;

THENCE SOUTH 20°09'39" WEST, 14.73 FEET;

THENCE SOUTH 29°57'21" WEST, 45.31 FEET;

THENCE SOUTH 30°24'28" WEST, 120.70 FEET;

THENCE SOUTH 51°37'12" EAST, 13.01 FEET;

THENCE SOUTH 42°02'56" WEST, 62.38 FEET;

THENCE SOUTH 35°17'24" WEST, 41.23 FEET;

THENCE SOUTH 17°49'24" WEST, 12.56 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID PARCEL E AND THE TERMINUS OF THIS DESCRIBED LINE FROM WHICH THE MOST WESTERLY ANGLE POINT CORNER OF SAID PARCEL E BEARS NORTH 52°16'07" WEST, 28.68 FEET DISTANT.

Exhibit A

To Site Access Agreement

The Boeing Company is conducting the Duwamish Sediment Other Area (DSOA) Corrective Measure (Project) pursuant to the Administrative Order [RCRA Docket No 1092-01-22-3008(h)] on Consent (Order) issued to Boeing in 1994 by the U.S. Environmental Protection Agency (EPA) under authority of the Resource Conservation and Recovery Act (RCRA) Section 3008(h), as amended [42 USC 6928(h)]. The purpose of the Project is to remove contaminated materials from the project site and restore/ create shoreline habitat within the DSOA and Southwest Bank at, or adjacent to, Boeing's Plant 2 Facility. The construction is expected to start in fall 2012 and the duration is anticipated to be 3 years.

As a requirement of the RCRA Order, a pre- and post-construction perimeter sediment monitoring program will be conducted to determine if there are material increases in concentrations of chemicals of concern (COCs) in the post remediation perimeter surface sampling areas outside the DSOA relative to their pre remediation concentrations. Boeing has prepared a Work Plan that has been submitted to EPA for review and approval. The Plan includes sampling 3 locations on the City of Seattle-owned portion of Slip 4 (Attachment 1).

Surface samples (top 10-cm) will be collected several times during the construction of the Project as detailed in the table below. At each sampling location, samples will be collected for analysis of COCs identified by EPA for the Project (i.e., cadmium, chromium, copper, lead, mercury, silver, zinc, and polychlorinated biphenyls). Total organic carbon will also be measured in each sample.

Sample Location	Construction Season						
	2012-2013 ¹			2013-2014 ²		2014-2015 ³	
	Beginning (Pre-Construction)	Post-Slip 4 Dredging	End	Beginning	End	Beginning	End (Post-Construction)
SD-PER501	✓	✓	✓	✓	✓	✓	✓
SD-PER502	✓	✓	✓	✓	✓	✓	✓
SD-PER503	✓	✓	✓	✓	✓	✓	✓

¹ 2012 to 2013 Construction Season December 2012 through February 15, 2013

² 2013 to 2014 Construction Season August 1, 2013 through February 15, 2014

³ 2013 to 2014 Construction Season August 1, 2014 through February 15, 2015

Approximate Parcel Boundaries for Crowley Marine Services and City of Seattle SPU obtained from King County GIS Data Portal

Crowley Marine Services

SD-PER501

City of Seattle SPU

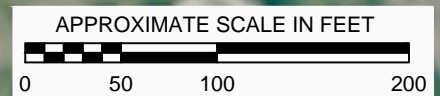
SD-PER502

SD-PER503

Boeing Plant 2

Slip 4 Sediment Monitoring Stations

Sample ID	State Plane Coordinates	
	Easting	Northing
SD-PER501	1273468	199218
SD-PER502	1273410	199045
SD-PER503	1273324	198895



Horizontal Datum:
Washington State Plane
North Zone
NAD 83
Survey Feet

▲ Proposed Sediment
Sampling Location

ATTACHMENT 1 TO
EXHIBIT A

PROPOSED SEDIMENT
SAMPLING LOCATIONS